

**FURNISHING AND DELIVERING
PRINTER CARTRIDGES ON OAHU
RFP-07-024-O**

NOTICE TO ALL OFFERORS

- 1. PRE-PROPOSAL CONFERENCE
SCHEDULED
ON SEPTEMBER 13, 2006 AT 9 A.M. (H.S.T)
1151 PUNCHBOWL ST., ROOM 416
HONOLULU, HI 96813**
- 2. THIS SOLICITATION HAS PRE-APPROVED
PRODUCTS. INTERESTED OFFERORS ARE
ADVISED TO REVIEW THE OFFER FORM
PAGES CAREFULLY AND REFER TO THE
SPECIAL PROVISIONS FOR DETAILED
INSTRUCTIONS.**
- 3. OUR “BID EXCHANGE” PROGRAM IS
EFFECTIVE FOR THIS SOLICITATION. TO
PARTICIPATE, OFFERORS ARE REQUESTED TO
SUBMIT AN ORIGINAL OFFER FORM PLUS
SEVEN (7) COPIES OF OFFER FORM PAGES,
OF-2 TO OF-13.**

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 586-0570
E-mail Address: Robert.zamarron@hawaii.gov

Provide the following information:

- Name of Company - Mailing Address - Name of Contact Person
- Telephone Number - Facsimile Number - E-Mail Address
- Solicitation Number - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)

STATE PROCUREMENT OFFICE

LEGAL AD DATE: SEPTEMBER 1, 2006

REQUEST FOR PROPOSALS No. RFP-07-024-O

SEALED PROPOSALS AND PRICING FOR FURNISHING AND DELIVERING PRINTER CARTRIDGES ON OAHU

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

OCTOBER 3, 2006

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO VICKI KITAJIMA, TELEPHONE (808) 586-0566, FACSIMILE (808) 586-0570 OR E-MAIL AT vicki.a.kitajima@hawaii.gov.

Ruth E. Yamaguchi
Procurement Officer

RFP-07-024-O

Name of Company

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SECTION ONE

INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
GET	=	General Excise Tax
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
Jurisdiction	=	Purchasing jurisdictions are the government entities headed by a chief procurement officer pursuant to HRS §103D-203
OEM	=	Original Equipment Manufacturers
Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
RFP	=	Request for Proposals

1.02 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	September 1, 2006
Pre-proposal Conference	September 13, 2006 9 – 10 a.m. H.S.T.
Deadline to Submit Written Questions	September 19, 2006
Deadline for Alternate Manufacturer/Samples Submittal	September 19, 2006
State's Response to Written Questions	September 22, 2006
Proposals Due and Opened	October 3, 2006 2:00 p.m.
Proposal Evaluations	Within 20 calendar days from date Proposals Due
Discussion with Priority Listed Offerors (if necessary)	To be scheduled
Best and Final Offer (if necessary)	To be scheduled
Contract Start Date	December 1, 2006

1.03 INTRODUCTION

The rapidly changing work environment has created a demand for more flexibility in the State's approach to purchasing printer cartridges to support the various State agencies. The State of Hawaii desires to enter into firm fixed-price contract(s) (PART I) and multiple-vendor contracts (PART II) with printer cartridge suppliers for the furnishing and delivering of printer cartridge supplies to State agencies on the island of Oahu.

The RFP consists of PART I and PART II. Offeror may submit offers for either PART I or II, or for both PART I and PART II.

PART I is the price list portion of the contract to provide agencies with fixed prices for "high-volume" items, or items on the "CORE LIST" (**ATTACHMENT B**). The unit prices offered for the "core" items shall be fixed for the initial 12-month period. Then, subject to price adjustments for the remaining 12-month period, and extension period, if any. Award(s), if any, shall be to the lowest responsive, responsible Offeror.

PART II is the multiple-vendor list portion of the contract to allow agencies to purchase items not listed on the "CORE LIST" from qualified vendors of their choice without having to follow small purchase procedures or obtain approval from the SPO. The State reserves the right to purchase from any non-listed vendor under small purchase procedures.

SECTION TWO

SPECIFICATIONS AND QUALIFICATIONS

2.01 PRINTER CARTRIDGES-ORIGINAL EQUIPMENT MANUFACTURERS, OEM

2.01.1 General Specifications

1. Manufacturer and/or brand name, and product number shall be clearly identified on cartridge packaging and/or on cartridges.
2. Cartridges shall adhere to ISO/IEC 19752 for yield specification.
3. Cartridges shall produce dark, sharp, clean and uniform print quality.
4. Cartridge manufacturer shall have quality control of cartridge manufacturing.
5. Cartridges shall be Hewlett Packard, Canon or Lexmark where designated.
6. Internal - Laser toner cartridges shall include all new drive gears/mechanical and moving components.

2.01.2 Pre-Approved Manufacturers - Original Equipment Manufacturers (OEM) Printer Cartridges

- ❖ Hewlett Packard
- ❖ Lexmark
- ❖ Canon

2.02 PRINTER CARTRIDGES-REMANUFACTURED

2.02.1 General Specifications

1. Cartridges shall be completely disassembled, cleaned, inspected, serviced and refilled with text & graphics quality toner. The cartridge shall be completely filled with the amount of toner capable of providing the same page yields per ISO/IEC 19752 specifications as the comparable OEM cartridge. Cartridge and all of its components shall be free of old toner.
2. Manufacturer shall, without limitation, treat or replace all necessary internal and/or external parts found worn or defective upon inspection. Parts include, but are not limited to, the cartridge casing, the photo conductor drum, the transport seal, the primary corona wire or magnetic roller, the wiper blade, doctor blade, magnetic roller contacts, and the fuser roller cleaning wand.
4. Manufacturer shall install a high quality long life drum or a replacement drum that has been factory tested to insure consistent print performance for life of cartridge.
5. All cartridges shall produce clear, consistent, and even printing without streaking, leakage, spotting or other printing defects until the toner in the cartridge is used up.

6. All cartridges **shall be factory print tested** for mechanical integrity, image quality and print density prior to delivery. If required, Contractor can provide manufacturer's documentation to verify information.
7. The toner hopper within each cartridge shall include the manufacturer's transport seal to insure 100% leak-free closure during shipping and handling before seal is removed.
8. Instructions for proper cartridge installation, use, and cleaning shall be included with each cartridge.
9. Manufacturer shall warrant that remanufactured cartridges furnished shall perform equal to or better than OEM cartridges in both print quality and reliability.
10. The Contractor shall replace any cartridge that fails prematurely due to defects in material or workmanship at no additional cost to the State.
11. The State reserves the right to terminate this contract if at any time, any State agency experiences more than a five (5) percent failure rate of cartridges furnished.
12. Successful Offeror must supply MSDS (Material Safety Data Sheet) upon request.

2.02.2 Cartridge Specification

1. Cartridges must be labeled to identify manufacturer name and mfg. run number or production code. Alternately, coding identification labels shall be acceptable provided, if required, Contractor can provide manufacturer's documentation to verify information.
2. Cartridge must contain transport seal (where applicable) and be of hot melt or pressure sensitive construction—plastic shims **NOT** acceptable.
3. Cartridges must contain high quality toner with text & graphic capabilities and filled to minimum levels that will generate page yields comparable to the OEM cartridge. If required, Contractor must provide published documentation that product yields offered meet this requirement.

2.02.3 Packaging Specification

1. Individual cartridge boxes must be printed or labeled by the manufacturer with:
 - 1) Brand or Contractor's Name
 - 2) Manufacturer's Name
 - 3) Manufacturer's Part Number
 - 4) Printer Make/s & Model/s
 - 5) Quantity
2. Cartridges are to be supported, in box, with recycled styrofoam, corrugated or formed end caps to ensure safe transport.

3. For protection during shipment, each cartridge must be encased in a moisture proof black or reflective bag or in a black clamshell to keep the product from direct sunlight, then placed in a reusable, recyclable cardboard shipping box, UPS approved, with appropriate packing material.
4. Each individual box must contain an instruction sheet noting proper user insertion instructions, density settings and warranty statement.

2.02.3 Recycling Program

Manufacturer shall have, in place, at the time of offer submittal, recycling program(s) for the toner, boxes, packaging material, aluminum from unusable OPC drums, and the used print testing paper.

2.02.4 Warranty

Contractor shall have a company's or manufacturer's written warranty which guarantees the remanufactured cartridge is free from defects in material and workmanship for a period of one year from date of purchase regardless if contract period has lapsed. The warranty shall also state that the contractor or manufacturer will cover any costs required to repair a printer should the cartridge be at fault for the damages. **Warranty shall be included with each cartridge delivered.**

2.02.5 Testing

The State reserves the right to test samples from any shipment for compliance with these specifications. In the event the State determines by sample testing or inspection that items furnished fail to meet the specifications, the Contractor may be required to refund the State for all stock on hand to reimburse the State for the full cost of the sample inspection or testing. The State reserves the right to terminate this contract if cartridges do not meet these specifications.

2.02.6 Pre-Approved Manufacturers- Remanufactured Printer Cartridges

- ❖ Hewlett-Packard
- ❖ Lexmark
- ❖ GRC
- ❖ Nukote International, Inc.
- ❖ Clover Technologies Group
- ❖ Guy Brown Products
- ❖ Printer Essentials
- ❖ Vision Business Products, Inc.
- ❖ Radian Technologies
- ❖ Image Technologies International

2.03 OFFEROR QUALIFICATION

2.03.1 OFFEROR QUALIFICATIONS FOR PARTS I AND II

Offerors shall maintain an Oahu-based wholesale or retail business at the time of bidding and during the contract period with warehouse and inventory operations for supplying the items awarded. Award(s) shall not be made to any Offeror not meeting

this qualification requirement. Oahu warehouse location, contact person, phone and facsimile numbers shall be provided on the appropriate Offer Form page. Facility shall have ample parking to allow State employees to do “will-call” business at the location.

2.03.2 OFFEROR QUALIFICATIONS FOR PART II

PRINTER CARTRIDGES NEW

Offerors shall submit their proposal with the manufacturer’s published list price.

PRINTER CARTRIDGES REMANUFACTURED

Offerors shall list at least five (5) references, preferably State agencies. References shall be listed on the appropriate Offer Form page. Award(s) will not be made to any Offeror not submitting references. The State reserves the right to contact any of the listed agencies or firms to inquire on the condition and quality of the remanufactured printer cartridges.

Offerors shall have, in place, at the time of proposal submittal, recycling program(s) for the cartridges, boxes, packaging material, aluminum from unusable OPC drums, and the used print testing paper. If required, Contractor can provide manufacturer’s documentation to verify information.

Offerors shall submit with their proposal the manufacturer’s price list and catalog.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 PARTS I AND II

Offeror shall complete and submit **ATTACHMENTS A, B, and C**. Offeror may submit offers for either PART I or II, or for both PARTS I and II.

3.02 PART I

Printer cartridge supplies that have been identified to be "high-volume," form the "CORE LIST" (**ATTACHMENT B**).

Offeror shall submit **ATTACHMENT B** in accordance with the information requested—brand name and number, unit bid price and total bid price.

Offeror need not bid on all groupings listed on **ATTACHMENT B**, however, to qualify for award for a TOTAL SUM BID grouping, Offeror must bid on all items and sub-items, if any, within the grouping. Offeror will submit the manufacturer's literature, catalogue, and/or manufacturer's certification as to yield per cartridge, upon request.

3.03 PART II

In order to make PART II proposal preparation easy and efficient, the following format is suggested. Offeror's PART II proposal shall include a **Transmittal Letter** confirming that Offeror will comply with all of the provisions in the RFP applicable to PART II;

All of the information requested for PART II in this RFP shall be organized into sections with tabs separating each of the following areas:

- Transmittal Letter;
- Pricing Schedule, as requested in Section 3.03.2;
- Technical Information as requested in Section 3.03.3;
- Offeror's Manufacturer Published List Price - New
- Offeror's Manufacturer's Price List for Printer Cartridges – Remanufactured
- Exceptions

The sections are primarily designed to provide information necessary for the State to evaluate offers for PART II. Offeror is advised to review the section and to provide all information necessary to allow the State to evaluate its proposal based on the stated criteria.

Failure to provide the above information in Offeror's proposal may be cause for proposal to be determined unacceptable.

3.03.1 Transmittal Letter

Identify the RFP title and number; and

Contain a statement confirming that Offeror understands the terms and conditions of the RFP and agrees to comply with the provisions.

3.03.2 Pricing Schedule

For PART II, Offeror shall provide all-inclusive percent (%) discount(s) to the State with the exception of the Hawaii GET that can be assessed as a separate line item.

Offeror shall indicate what source shall be provided to the State on which to base the percent discount—i.e. prices on Offeror website, prices on Manufacturer's website or prices listed in Manufacturer's Catalog. Offeror may also submit an attachment price sheet. This attachment must be readily identifiable (dated), with product description, brand names, manufacturer's identification number, packaging, and unit prices.

3.03.3 Technical Information

A description of its operation to meet the ordering, invoicing and delivery requirements necessary for this project—include the number of employees on staff to take and process orders, invoice and deliver products.

A brief description of the roles and responsibilities of significant employees or positions and the effect on the contract.

3.03.4 Exceptions

For PART I, after the offer due date and time, no exceptions will be allowed.

For PART II, Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

For PARTS I and II, Offeror shall not submit their organization's terms and conditions, standard contracts, or other agreements. General references to such items or attempts at complete substitution of such items may result in disqualification of Offeror's proposal. For PART II, Offerors are encouraged to submit specific alternate language to the State's terms and conditions if such changes are desired.

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.01 AWARD

Offeror need not offer for both PARTS I and II to be considered for award. Offeror may submit an offer for only PART I or PART II for award consideration of that part.

Offeror, whether offering for PART I or both, shall provide product delivery to the destination indicated on each agency's purchase order. Failure to provide delivery service shall be sufficient grounds for non-consideration of offer.

PART I awards, if any, shall be made on an individual item basis unless otherwise stated to the responsive, responsible Offeror(s) submitting the lowest evaluated, estimated bid total price per item number. Where applicable, Offeror must bid on all sub-items to qualify for item number award. Offeror will submit at time of bid opening manufacturer's literature, catalogue, or manufacturer's certification as to yield per cartridge.

For PART II, an Offeror whose proposal is determined to be acceptable to the State based on evaluation criteria listed in this section shall be listed as a qualified vendor to supply items outside of the "CORE LIST". More than one vendor may be listed as a qualified vendor.

The evaluation criteria that follow are determined from the specifications and qualifications detailed in SECTION TWO. Proposals shall be reviewed and evaluated on the basis of whether or not the specifications and qualifications have been met. Therefore, proposals should be thoroughly presented, and any inquiries should be made in writing and submitted to the SPO by the date indicated in Section 1.2, or as amended.

4.02 PART II SUMMARY OF SPECIFICATIONS AND QUALIFICATIONS

("Yes" equals 1 point, "No" equals 0 points. In order to be considered for award to supply OEM printer cartridges, a score of 8 points is required.)

<u>Description</u>	<u>Yes</u>	<u>No</u>
1. Does Offeror have an Oahu-based wholesale or retail business?	_____	_____
2. Does the facility have a ample parking to allow State employees to do "will-call" business at the location?	_____	_____
3. Does Offeror have recycling program(s) for the cartridges, boxes, packaging material, aluminum from unusable OPC drums, and the used print testing paper?	_____	_____
4. Is the manufacturer of <u>new</u> printer cartridges a pre-approved source?	_____	_____
5. Has Offeror provided manufacturer's price list and catalog for <u>new</u> printer cartridges?	_____	_____

- | | | |
|--|-------|-------|
| 6. Has Offeror of <u>new</u> printer cartridges identified the discount off of the price list? | _____ | _____ |
| 7. Does Offeror accept procurement cards (pCards)? | _____ | _____ |
| 8. Has Offeror completed and submitted Attachments A, B and C? | _____ | _____ |

("Yes" equals 1 point, "No" equals 0 points. In order to be considered for award to supply remanufactured printer cartridges, a score of 13 points is required.)

<u>Description</u>	<u>Yes</u>	<u>No</u>
1. Does Offeror have an Oahu-based wholesale or retail business?	_____	_____
2. Does the facility have a ample parking to allow State employees to do "will-call" business at the location?	_____	_____
3. Does Offeror have recycling program(s) for the cartridges, boxes, packaging material, aluminum from unusable OPC drums, and the used print testing paper?	_____	_____
4. Has Offeror of <u>remanufactured</u> printer cartridges listed at least five (5) references, preferably State agencies?	_____	_____
5. Does Offeror for <u>remanufactured</u> printer cartridges have all cartridges factory print tested for mechanical integrity, image quality and print density prior to delivery?	_____	_____
6. Has Offeror of <u>remanufactured</u> printer cartridges identified the manufacturer?	_____	_____
7. Is the manufacturer of <u>remanufactured</u> printer cartridges a pre-approved source?	_____	_____
8. Has Offeror provided manufacturer's price list and catalog for <u>remanufactured</u> printer cartridges?	_____	_____
9. Has Offeror of <u>remanufactured</u> printer cartridges identified the discount off of the price list?	_____	_____
10. Does Offeror accept procurement cards (pCards)?	_____	_____
11. Has Offeror completed and submitted Attachments A and C?	_____	_____
12. Does Offeror have a written warranty which guarantees the <u>remanufactured</u> cartridge is free from defects in material and workmanship for a period of one year from date of purchase?	_____	_____
13. Does Offeror warranty state that the contractor or manufacturer will cover any costs required to repair a printer should the <u>remanufactured</u> cartridge be at fault for the damages?	_____	_____

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

The furnishing and delivering of Printer Cartridge Supplies as ordered by the various agencies on Oahu, shall be in accordance with these Special Provisions, the attached Specifications, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and on the SPO website: <http://www4.hawaii.gov/bidfiles/spogtgs.pdf>.

A SPO price list will be issued as a result of any awards made for this RFP. Participating agencies will order on an "as needed" basis during the term of the contract.

5.02 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

5.03 STATE'S COMMITMENT

In return for prices submitted, the following purchasing jurisdictions will purchase all of their requirements for goods or services listed herein from the successful Offeror(s):

- | | |
|------------------------------|-----------------------------|
| ·Executive | ·Judiciary |
| ·Department of Education | ·Office of Hawaiian Affairs |
| ·Senate | ·House of Representatives |
| ·City and County of Honolulu | ·University of Hawaii |

When the purchase of a good or service listed herein is not appropriate to an agency's purpose, the purchasing jurisdiction may grant an exception to this commitment.

A purchasing jurisdiction may elect not to extend its commitment to this contract beyond the initial contract term. Further, a purchasing jurisdiction not participating in the contract may, at the earliest, commit to the contract at the inception of a contract extension period, if any.

5.04 USE OF PRICE LIST BY NONPROFIT ORGANIZATIONS

Pursuant to Section 103D-804, HRS, nonprofit organizations with current purchase of service contract(s) (Chapter 103F, HRS) have been invited to participate in SPO price lists.

If a nonprofit organization (hereinafter called "nonprofit") wishes to purchase from a SPO price list, the nonprofit must obtain approval from each price list vendor, i.e., participation must be mutually agreed upon. A price list vendor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and price list vendor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a price list vendor.

At the time of award SPO will inform vendor(s) of those Nonprofits interested in participating.

5.05 TERM OF CONTRACT

Contract shall be for the twelve-month period commencing December 1, 2006 and ending November 30, 2007.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than one (2) additional twelve (12) month period, or parts thereof. Provided, however, the following:

For PART I the contract price for the extended period shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

For PART II, the percent (%) discount for each product, if any, remains the same or higher than the original offer.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

5.06 CONTRACT ADMINISTRATOR

For the purposes of this contract, Vicki Kitajima of the SPO is named Contract Administrator and may be reached at (808) 586-0566.

5.07 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of Chapter 3-122, HAR, implementing Section 103D-303, HRS.
- b. The procurement process begins with the issuance of the RFP by SPO and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. PART I offers (ATTACHMENTS A, B and C) shall be made public on the Offer Due date and time specified in Section 1.02, RFP Schedule and Significant Dates, or as amended.

PART II proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.02, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interests of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer

or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

- I. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.08 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. **Price is not considered confidential and will not be withheld.**

PART II percentage discount(s) shall not be released. However, the State reserves the right to inform agencies that such discounts exist.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

5.09 ECONOMY OF PRESENTATION

Offeror's PART II proposal shall be prepared in a straightforward and concise manner, and shall describe the supplier's offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the State regarding any aspect of the Offeror's proposal, it shall be provided within two (2) business days.

5.10 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the SPO prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, Section 1.02.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

5.11 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the Procurement Officer, State Procurement Office. Faxed questions must be sent to (808) 586-0570, Attn: Procurement Specialist (Vicki Kitajima). The State will respond to written questions by the date indicated in Section One, 1.02 RFP Schedule and Significant Dates, or as amended.

5.11 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to Section 3-122-96 through 3-122-97 HAR.

5.12 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices and percent (%) discount quoted by the Offeror shall remain firm for the sixty (60) day period as provided in Section 3.2 of the GTC, incorporated herein by reference.

5.13 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.14 DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document provided Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

5.15 SUBMISSION OF PROPOSAL

Proposals shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

5.16 OFFEROR'S AUTHORITY TO SELL

The State will not participate in determinations regarding an Offeror's authority to sell a product. If there is question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror should resolve that question prior to submitting an proposal. If

an Offeror offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid for Part I, the contract will be awarded to that Offeror.

5.17 PROPOSAL PREPARATION

5.17.1 Offer Form, Page OF-1 (ATTACHMENT A). Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

5.17.2 Pre-approved Products. Only *"pre-approved products", either initially listed in this solicitation or added by addendum prior to the proposal opening date, shall be considered for award.* The "pre-approved products" set the standards of quality and are not intended to restrict Offerors from offering other products that are equal to or exceed the quality of the "pre-approved products".

If a Offeror wishes to offer a manufacturer's product not listed as "pre-approved", Offeror must submit samples, product specifications/literature and or other pertinent information for evaluation ***to Vicki Kitajima, SPO, 1151 Punchbowl Street, Room 416, no later than 4:00 p.m., September 19, 2006.*** Samples, product brochures and other information submitted shall become the property of the State and shall not be returned.

The State shall be the sole judge as to the comparative quality and suitability of the product. Any product determined by the State, upon evaluation, to be an acceptable equal, will be listed on an addendum issued at least three (3) working days prior to bid opening date.

5.17.3 Brand Name and No. Offeror shall identify on the Offer Form the exact brand, manufacturer and product/model number of each product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of the offer. Offeror's "SKU" NUMBER as product identifier shall not be acceptable unless manufacturer's product number is included as part of the identification. If any of the called for elements of product information are missing from the Offeror's offer, the State will be unable to determine from the information given whether or not the product is acceptable.

No Offeror shall be allowed to change product identification after proposal opening. Clarification, if requested, shall be limited only to whatever identifiers are indicated on the offer form. No change to any part of the product identification shall be made as a result of a clarification. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers.

5.17.4 Re-stocking Fee. Offeror shall indicate a flat rate re-stocking fee, if any, on the appropriate OFFER FORM page. If no fee is listed, it will be assumed that no re-stocking fee will be charged.

5.17.5 Pricing. Offerors are advised that PART I unit prices and PART II percent (%) discount quoted, if any, shall be the all-inclusive cost to the State; and that no other charges will be honored, except as specified herein.

Part I unit prices shall be based on "delivery to destination" and the following pricing inclusions and conditions:

1. Prices shall be firm for the term of the contract including mutually agreed upon extension period(s), except for increases allowed under the Price Increase provision herein.
2. Include all applicable taxes, except the GET, currently 4%, which may be added to the invoice as a separate line item and shall not exceed the current rate.
3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified.
4. Submit prices in terms of the unit shown.

Each item bid shall be priced separately and the unit prices extended and totaled. In case of error in extension of price, unit price will govern. In case of error in addition, the sum of the total amount bid for each item added shall govern.

Offeror need not offer pricing for each numbered item to be considered for award. However, Offeror must bid on all numbered items within a grouping award to be considered for award for that grouping.

PART I unit prices and PART II percent (%) discount, if any, shall remain firm throughout the contract, including extension periods, with the exception of adjustments allowed by Section.

PART I: Unit prices shall be provided on Offer Form pages OF-2 through OF-13 (ATTACHMENT B). Items listed on the Offer Form pages form the "CORE LIST" for this contract.

PART II: shall propose its pricing offer for those items not listed on the "CORE LIST" – i.e., an overall percent (%) discount. Offeror is advised that this proposal shall be detailed with complete instructions and information. Failure to provide complete pricing information may result in Offeror's proposal being considered non-responsive.

5.17.6 Purchasing Card (pCard). Offeror is informed that all agencies of the Executive branch with the exception of the University of Hawaii, the Department of Education, and the Office of Hawaiian Affairs, shall use the State's purchasing card (pCard) for all orders totaling less than \$2500. Agencies may continue to issue purchase orders for their transactions with those contract vendors who do not accept the pCard or who assess customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that vendor does not accept the pCard or that vendor assesses a fee for credit card usage.

5.17.7 Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the

applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

5.17.8 Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an RFP shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

5.17.8 Hawaii General Excise Tax License. In accordance with Section 3.1A of the GTC, Offeror shall submit its current Hawaii GET I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that he will pay such taxes on all sales made to the State.

5.18 QUANTITIES

PART I: Quantities listed herein are estimates for the 12-month period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for the State use only. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

The State shall have the right to purchase smaller or larger quantities at the prices quoted herein. The Contractor, however, may at his option, request approval from the Procurement officer to terminate any line item of the contract when accumulated purchases for the line item exceed 125% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item, by name of agency, transaction date, and quantity sold. The Procurement Office will determine the termination date within ten (10) days from date of receipt of the request. The Contractor shall honor all orders placed prior to the effective termination date.

PART II: Quantities are not available for this portion of the solicitation.

5.19 SAMPLES

When requested by the State, Offeror shall submit at his own expense, within three (3) calendar days from date of State's request, detailed specifications, brochures, and sample of the item(s) bid, properly identified. Failure to do so shall be cause for rejection of offer. Any sample submitted for testing purposes will become the property of the State and will not be returned to the Offeror. The State shall be the sole judge as to the suitability of the item and its decision will be final.

To be acceptable, any sample must be identified by brand name and number exactly as offered in the proposal and must be identical to the product to be delivered.

When the product offered is a private label product, a permanent pre-printed impression on the container or the product itself must identify the product, or a label affixed by the

manufacturer that will identify the product, will be acceptable. The mere attaching of an adhesive label by the Offeror will not be considered positive identification.

For products the Offeror wishes to offer that do not positively identify the manufacturer's name via the methods described above, a letter, fax or email from the manufacturer confirming that the product is manufactured by said company will be required. The letter, fax or email must be submitted **to Vicki Kitajima, SPO, 1151 Punchbowl Street, Room 416, Honolulu, HI 96816, telephone (808) 586-0566, facsimile (808) 586-0570 or email at vicki.a.kitajima@hawaii.gov**, no later than 4:00 p.m., September 15, 2006.

In addition, all products delivered must be labeled with the manufacturer's name. For the purposes of identifying the manufacturer's name only, attaching of an adhesive label to identify the manufacturer's name will be accepted. If such a label will be used, a sample of the label must be submitted **to Vicki Kitajima, SPO, 1151 Punchbowl Street, Room 416, Honolulu, HI 96816, telephone (808) 586-0566, facsimile (808) 586-0570 or email at vicki.a.kitajima@hawaii.gov**, no later than 4:00 p.m. on the date of the bid opening,

Any sample of a private label product failing to meet this identification requirement will not be considered for award. No changes or clarifications of product identification will be considered. The mere meeting of these requirements by the sample does not mean that the product itself meets specifications and is acceptable.

At any time during the contract period or any extension periods, if the manufacturer of any private label product should change, the Offeror shall inform the SPO in writing within seven (7) days of the change.

5.20 AWARD OF CONTRACT

5.20.1 Method of Award

Offeror need not offer for both PARTS I and II to be considered for award. Offeror may submit an offer for only PART I or PART II for award consideration of that part.

PART I awards, if any, shall be made on an individual item basis unless otherwise stated to the responsive, responsible Offeror(s) submitting the lowest evaluated, estimated bid total price per item number. Where applicable, Offeror must bid on all sub-items to qualify for item number award. Offeror will submit at time of bid opening manufacturer's literature, catalogue, or manufacturer's certification as to yield per cartridge.

5.20.2 Responsibility of Responsive Offeror

Reference §103D-310(c), HRS. If compliance documents have not been submitted to the SPO prior to award, the responsive, responsible Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

5.20.3 HRS Chapter 237 tax clearance requirement for award

Instructions are as follows:

Pursuant to §103D-328, HRS, responsive, responsible Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

5.20.4 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the responsive, responsible Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

5.20.5 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State

The responsive, responsible Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

5.20.6 Hawaii Compliance Express

Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

5.20.7 Timely Submission of all Certificates

The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

5.21 TIE OFFERS

Should the evaluated offers from responsive, responsible Offerors be identical in price, award, if any, will be made to the Offeror who received the previous award. The same Offeror will continue to receive the award for succeeding contracts so long as all low offers are identical. When this method or any other permissible method is not feasible, award will be determined by drawing lots.

5.22 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.23 CONTRACT EXECUTION

Successful Offeror(s) shall receive a Notice of Award to which will be attached a SPO vendor list. This method of award does not waive compliance with Specifications, Special Provisions, and GTC of the RFP. However, if it becomes necessary, the State reserves the right to enter into a formal written contract with Offeror. No performance or payment bond is required for this contract.

5.24 PRICE INCREASE

PART I

In the event the manufacturer of printer cartridge supplies awarded herein increase the cost to the Contractor, the Contractor may request increase to the contract price, under the following conditions:

1. The request for increase shall be in writing to the Procurement Officer.
2. Only one (1) price increase shall be allowed during the twelve-month contract period after the first six (6) months of the contract period.

Provided however, if the contract period is extended by mutual agreement, price increase shall be allowed under the conditions herein for the period no sooner than six (6) months after the last increase.

3. Request for a price increase shall be limited to the actual dollar increase imposed upon the Contractor by the manufacturer or supplier of finished products. No allowances will be given for Contractor's increased labor or operating expenses. Price increase shall also be considered for increase in freight/transportation cost imposed upon the Contractor by the freight forwarders.
4. Contractor shall submit at the time of such written request, documentation or verification that the increase is the result of manufacturer or supplier increase in cost of the finished product. Documentation shall include Contractor's cost for materials and supplies both at the time Contractor submitted his offer and at the time of request for price increase.

Price increase, if any, shall be effective upon the approval by the Procurement Officer no later than ten (10) days from receipt of adjustment.

5.25 PRICE DECREASE

PART I

In the event the manufacturer of printer cartridge supplies awarded herein decrease the cost to the Contractor, the Contractor shall notify the Procurement Officer of the decrease to the contract price.

5.26 RE-STOCKING FEE

A flat rate re-stocking fee may be assessed to the agencies for orders placed and delivered, but for other than defective reasons are being returned or exchanged, subject to the following conditions:

1. Fee assessment shall apply per incident, not per line item or quantity.
2. Fee assessment shall not apply if erroneous delivery of items is due to typographical error, regardless of fault. It shall be vendor's responsibility to verify that each item's brand, description and ordering number match before delivering item(s) to agency.

5.27 ORDERING

The State will place orders with the Contractor(s) as supplies are needed during the contract period, and will use either the pCard or purchase order when placing its order(s). The Contractor shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

5.28 INVOICES AND PAYMENT

The **State's purchasing card (pCard)** shall be used for all orders totaling less than \$2500. This requirement is for all agencies of the Executive branch with the exception of the University of Hawaii, the Department of Education, and the Office of Hawaiian Affairs. For contract vendors who do not accept the pCard, agencies shall continue to issue purchase orders for their transactions with that vendor.

Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.29 DELIVERY

Deliveries shall be made within five (5) working days in city limits and ten (10) working days in rural areas following receipt of an order. Orders shall be made available to the using agency on a "will call" basis.

Contractor will be required to deliver all items outstanding at the end of the contract period on orders received during the term of the contract.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.30 FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuse to substitute products, the Procurement Officer reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

5.31 PRODUCT SUBSTITUTION

The Contractor is required to deliver the contracted products. If the Contractor is unable to do so, the Contractor shall be responsible for obtaining prior approval from the ordering agency to deliver an acceptable substitute at the contract price. Delivery of the substitute shall be made in accordance with the terms and conditions of the contract. In the event a Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and initiate suspension and debarment procedures pursuant to Chapter 3-126, HAR.

No substitutions are acceptable for OEM cartridges

5.32 PRODUCT CONDITION

Products delivered shall meet the quality and conditions set forth in this proposal and must be marked with the brand name and number as submitted in this proposal.

Supplies furnished under this proposal shall be new and of the best quality of its respective kind. It shall be free from defects which may render it unfit for use. Unacceptable items must be replaced with items of acceptable quality within one week of notification. Failure to replace any unacceptable items shall not relieve the Contractor from the responsibility imposed upon him by the contract. No payment, whether partial or final, shall be construed to be an acceptance of the unacceptable products.

Due to the nature of these supplies, it is unreasonable for vendors to expect the agencies to immediately test or open all products delivered within a 30-day period. Therefore, all printer cartridges, if found defective, shall be replaced by the contract vendor if agency can prove purchase during the vendor's contract period and expiration date, if any, has not lapsed. Also, if surge protectors purchased from current contract are

found defective, it shall be current contract vendor's responsibility to replace the defective product.

No payment, whether partial or final, shall be construed to be an acceptance of supplies not meeting the requirements of this RFP.

5.33 CONTRACTOR LIABILITY

Products delivered shall meet the quality and conditions set forth in this RFP. Contractor furthermore warrants that the products offered are suitable for use with the office computer and printer equipment for which the products were offered. Contractor shall be held liable for the cost to repair equipment damaged as a result of incompatibility between Contractor's products and the equipment for which these products are offered.

5.34 SALES REPORT

Sales reports shall be submitted upon request to the SPO indicating the total quantity purchased by each State department for each core list item awarded. Item numbers and item descriptions shall be listed in order as it appears on the RFP. The first sales report (December 2006 through May 2007) shall be due by June 15, 2007.

Failure of the Contractor to submit the report as required will reflect negatively upon Contractor's performance. Contractors are advised that past and current performance will be considered in the evaluation of future bids submitted in response to solicitations issued by the SPO.

5.35 DEBRIEFING

Pursuant to §3-122-60, a debriefing is provided to the non-selected Offerors to inform them of the basis for the source selection decision and contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

A protest by the requestor submitted pursuant to section 103D-303 (h), HRS, following a debriefing shall be filed within five (5) working days, as specified in section 103D-303 (h), HRS.

5.36 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website:

<http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

5.37 BREACH OF CONTRACT

It is noted that any violation of the provisions of the contract, unless excused is a breach of the contract and may be cause for termination.

Pursuant to Subchapter 2 of Chapter 126, HAR, and Section 103D, HRS, the Authority, after consultation with the Department of the Attorney and upon written determination by the Chief Procurement Officer or designee, may suspend or debar the contractor for causes due to, but not limited to any breach of the contract.

5.38 GOVERNING LAW; COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.39 ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material

designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment A: OFFER FORM page OF-1
- Attachment B: PART I - OFFER FORM pages OF-2 through OF-13
- Attachment C: PART II – OFFEROR INFORMATION

FURNISHING AND DELIVERING
PRINTER CARTRIDGES ON OAHU
RFP-07-024-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____
Fax No.: _____
Name and Title (Please Type or Print)

E-mail Address: _____
** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I – PRINTER CARTRIDGES- NEW

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

INKJET - COLOR

**1. Hewlett Packard Inkjet Print Cartridges
(HP C6656AN, C6657AN)**

a. HP 56 - Black 800 ea. _____ \$ _____/ea. \$ _____

b. HP 57- Tri-color 500 ea. _____ \$ _____/ea. \$ _____

TOTAL SUM BID – Item No. 1: \$ _____

**2. Hewlett Packard Inkjet Print Cartridges
(HP C8765WN, C8766WN)**

a. HP 94 Black 300 ea. _____ \$ _____/ea. \$ _____

b. HP 95 Tri-color 200 ea. _____ \$ _____/ea. \$ _____

TOTAL SUM BID – Item No. 2: \$ _____

Offeror _____
(Name of Company)

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Brand and</u> <u>Product No.</u>	<u>Unit Price</u>	<u>Est. Total</u> <u>Bid Price</u>
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PART I – PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

INKJET – COLOR (continued)

**3. Hewlett Packard Inkjet Print Cartridges
(HP C8767WN, C9363WN)**

a. HP 96 - Black 250 ea. _____ \$ _____/ea. \$ _____

b. HP 97 – Tri-color 250 ea. _____ \$ _____/ea. \$ _____

TOTAL SUM BID – Item No. 3: \$ _____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I – PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – BLACK and WHITE

4. Hewlett Packard LaserJet
4, 4M, 4 Plus, 5, 5M
(HP 92298A, 92298X)

700 ea. _____ \$_____/ea. \$_____
Yield/Cartridge _____

5. Hewlett Packard LaserJet
5L, 6L Series
(HP C3906A)

225 ea. _____ \$_____/ea. \$_____
Yield/Cartridge _____

6. Hewlett Packard LaserJet
5p/mp, 6p/mp
(HP C3903A)

175 ea. _____ \$_____/ea. \$_____
Yield/Cartridge _____

7. Hewlett Packard LaserJet
1000, 1200, 1200n, 3300 Series
(HP C7115A, C7115X)

325 ea. _____ \$_____/ea. \$_____
Yield/Cartridge _____

8. Hewlett Packard LaserJet
1020, 1022 Series
(HP Q2612A)

300 ea. _____ \$_____/ea. \$_____
Yield/Cartridge _____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I – PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – BLACK and WHITE (continued)

9. Hewlett Packard LaserJet
1100, 3200 Series
(HP C4092A)

125 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

10. Hewlett Packard LaserJet
1160, 1320 Series
High Yield
(HP Q5949A, Q5949X)

425 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

11. Hewlett Packard LaserJet
1300, 1300n, 1300 Xi
(HP Q2613A, Q2613X)

400 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

12. Hewlett Packard LaserJet
2100/2200
(HP C4096A)

800 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

13. Hewlett Packard LaserJet
2300 Series
(HP Q2610A, Q2610D)

325 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I – PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – BLACK and WHITE (continued)

14. Hewlett Packard LaserJet
2400 Series
High Yield
(HP Q6511X)

175 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

15. Hewlett Packard LaserJet
4000 Series
High Yield
(HP C4127X, C4127D)

625 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

16. Hewlett Packard LaserJet
4100TN
(HP C8061X)

1000 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

17. Hewlett Packard LaserJet
4200, 4200n – with HP smart printing technology
(HP Q1338A, Q1338D)

250 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I – PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – BLACK and WHITE (continued)

18. Hewlett Packard LaserJet
4250, 4350 – with HP smart printing technology
High Yield
(HP Q5942X)

250 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

19. Hewlett Packard LaserJet
4300, 4300n – with HP smart printing technology
(HP Q1339A)

50 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I - PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – COLOR

20. Hewlett Packard Color LaserJet
1500, 2500
(HP C9700A, C9701A, C9703A, C9702A)

a.	Black	30 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

b.	Cyan	20 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

c.	Magenta	20 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

d.	Yellow	20 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

TOTAL SUM BID – Item No. 20: \$ _____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I - PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – COLOR (continued)

21. Hewlett Packard Color LaserJet
2550, 2800
(HP Q3960A, Q3961A, Q3963A, Q3962A)

a.	Black	30 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

b.	Cyan	30 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

c.	Magenta	30 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

d.	Yellow	30 ea.	_____	\$/ea.	\$ _____
				Yield/Cartridge	_____

TOTAL SUM BID – Item No. 21: \$_____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I - PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – COLOR (continued)

22. Hewlett Packard Color LaserJet

Model 3500, 3550, 3700

(HP Q2670A, Q2671A, Q2673A, Q2672A, Q2681A, Q2683A, Q2682A)

a. Black 60 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

Model 3500, 3550

b. Cyan 10 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

c. Magenta 15 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

d. Yellow 10 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

Model 3700

e. Cyan 20 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

f. Magenta 20 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

g. Yellow 20 ea. _____ \$_____/ea. \$_____

Yield/Cartridge _____

TOTAL SUM BID – Item No. 22: \$_____

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I - PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – COLOR (continued)

23. Hewlett Packard Color LaserJet
4500, 4550 Series
(HP C4191A, C4192A, C4193A, C4194A)

a.	Black	25 ea.	_____	\$/ea.	\$ _____	
						Yield/Cartridge _____

b.	Cyan	20 ea.	_____	\$/ea.	\$ _____	
						Yield/Cartridge _____

c.	Magenta	20 ea.	_____	\$/ea.	\$ _____	
						Yield/Cartridge _____

d.	Yellow	20 ea.	_____	\$/ea.	\$ _____	
						Yield/Cartridge _____

TOTAL SUM BID – Item No. 23:	\$ _____
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Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I - PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – COLOR (continued)

24. Hewlett Packard Color LaserJet
4600, 4610n, 4650
(HP C9720A, C9721A, C9723A, C9722A)

a.	Black	150 ea.	_____	\$/ea.	\$ _____	
					Yield/Cartridge	_____

b.	Cyan	100 ea.	_____	\$/ea.	\$ _____	
					Yield/Cartridge	_____

c.	Magenta	100 ea.	_____	\$/ea.	\$ _____	
					Yield/Cartridge	_____

d.	Yellow	100 ea.	_____	\$/ea.	\$ _____	
					Yield/Cartridge	_____

TOTAL SUM BID – Item No. 24: **\$ _____**

Offeror _____
(Name of Company)

Item No.	Description	Estimated Quantity	Brand and Product No.	Unit Price	Est. Total Bid Price
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PART I - PRINTER CARTRIDGES- NEW (continued)

(Original Equipment Manufacturer [OEM]: Hewlett Packard. Must not void OEM warranty if toner is defective.)

LASERJET – COLOR (continued)

25. Hewlett Packard Color LaserJet
5500, 5550
(HP C9730A, C9731A, C9733A, C9732A)

a.	Black	20 ea.	_____	\$ _____/ea.	\$ _____
				Yield/Cartridge	_____

b.	Cyan	20 ea.	_____	\$ _____/ea.	\$ _____
				Yield/Cartridge	_____

c.	Magenta	20 ea.	_____	\$ _____/ea.	\$ _____
				Yield/Cartridge	_____

d.	Yellow	20 ea.	_____	\$ _____/ea.	\$ _____
				Yield/Cartridge	_____

TOTAL SUM BID – Item No. 25: \$ _____

Offeror _____
(Name of Company)

OFFEROR INFORMATION

Re-stocking Fee Assessment (flat rate) = \$_____/incident
(Refer to SPECIAL PROVISIONS, Section for detail).

Oahu Warehouse Location/Address:_____

Telephone:_____ Fax:_____

E-mail Address:_____

Contact person for Agencies placing orders (if individual designated):

REFERENCES (for Offerors submitting proposals on Remanufactured Cartridges):

1. Company/State Agency:_____
Name of contact person_____
Title:_____ Telephone No.:_____
Yrs. doing business w/them_____
2. Company/State Agency:_____
Name of contact person_____
Title:_____ Telephone No.:_____
Yrs. doing business w/them_____
3. Company/State Agency:_____
Name of contact person_____
Title:_____ Telephone No.:_____
Yrs. doing business w/them_____
4. Company/State Agency:_____
Name of contact person_____
Title:_____ Telephone No.:_____
Yrs. doing business w/them_____
5. Company/State Agency:_____
Name of contact person_____
Title:_____ Telephone No.:_____
Yrs. doing business w/them_____

The Offeror will accept Purchasing Card (pCard): Yes ____ No ____
(see Purchasing Card (pCard) section on page SP-5).

Offeror _____
(Name of Company)